

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upthere, Inc.		08/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Digital Technologies, Inc.		
Street Address:	5601 Great Oaks Parkway		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4997322		
Registration Number:	4997323		
Registration Number:	4748224	UPTHERE	
Registration Number:	4997264	UPTHERE	
Registration Number:	5138605	UPTHERE	
Registration Number:	4997266		
Registration Number:	5138604		
Registration Number:	5147029	UPHOLD	
Serial Number:	86323717	CLOUDCAMERA	
Serial Number:	86323719	CLOUDCAMERA	
Serial Number:	86796056	CLOUDCAMERA	
Serial Number:	86605728	FLOW	
Serial Number:	86605757	FLOW	
Serial Number:	86605876	LOOP	
Serial Number:	86605895	LOOP	
Serial Number:	87287919	SKYLINE	
Serial Number:	87287928	SKYLINE	
Serial Number:	86303084	UPBEAT	
Serial Number:	86303091	UPBEAT	

CH \$1015.00 4997322

Property Type	Number	Word Mark
Serial Number:	86303187	UPKEEP
Serial Number:	86303193	UPKEEP
Serial Number:	87151674	UPOS
Serial Number:	87151679	UPOS
Serial Number:	86693876	UPSHOT
Serial Number:	86014288	CLOUDCAMERA
Serial Number:	85617193	FOLDER IN THE SKY
Serial Number:	85685762	HIGHTOP
Serial Number:	85685773	SKYLINE
Serial Number:	85687920	SKYLINE BROWSER
Serial Number:	85685755	SKYTOP
Serial Number:	86014266	UPCAMERA
Serial Number:	86303098	UPDATE
Serial Number:	86303105	UPDATE
Serial Number:	85617223	UPLET
Serial Number:	85685735	UPLIFT
Serial Number:	86014224	UPTAKE
Serial Number:	85685791	UPTHERE BROWSER
Serial Number:	86303067	UPWORD
Serial Number:	86303075	UPWORD
Serial Number:	86303196	UPHOLD

CORRESPONDENCE DATA

Fax Number: 4087179883

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 408-717-6000

Email: tmdocket@wdc.com

Correspondent Name: Suchi Somasekar

Address Line 1: 5601 Great Oaks Parkway

Address Line 4: San Jose, CALIFORNIA 95119

NAME OF SUBMITTER: Sugithra Somasekar

SIGNATURE: /Sugithra Somasekar/

DATE SIGNED: 01/16/2018

Total Attachments: 10

source=Assignment of Trademarks_Upthere to WDT (003)#page1.tif

source=Assignment of Trademarks_Upthere to WDT (003)#page2.tif

source=Assignment of Trademarks_Upthere to WDT (003)#page3.tif

source=Assignment of Trademarks_Upthere to WDT (003)#page4.tif

source=Assignment of Trademarks_Upthere to WDT (003)#page5.tif

source=Assignment of Trademarks_Upthere to WDT (003)#page6.tif
source=Assignment of Trademarks_Upthere to WDT (003)#page7.tif
source=Assignment of Trademarks_Upthere to WDT (003)#page8.tif
source=Assignment of Trademarks_Upthere to WDT (003)#page9.tif
source=Assignment of Trademarks_Upthere to WDT (003)#page10.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment”), effective as of August 28, 2017 (“Effective Date”), is made and entered into by and between Upthere, Inc., a Delaware corporation (the “Assignor”), and Western Digital Technologies, Inc., a Delaware corporation (the “Assignee”).

A. Assignee has agreed to purchase, among other things, the Trademarks owned by Assignor and used or held for use in, or necessary for the conduct of, the Assignor’s business, including those set forth in Exhibit A hereto, together with all goodwill associated with and symbolized by such Trademarks (the “Acquired Trademarks”).

B. Assignor is the owner of each of the Acquired Trademarks.

C. Assignor is desirous of assigning to Assignee all of Assignor’s right, title, and interest in and to the Acquired Trademarks, and Assignee is desirous of acquiring all of Assignor’s right, title, and interest in and to the Acquired Trademarks.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Acquired Trademarks, , including all rights conferred by the Acquired Trademarks provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee’s interest in and to the Acquired Trademarks. (b) If Assignee is unable for any reason to secure Assignor’s signature to any document it is entitled to under Section 2(a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee’s duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee.

4. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

Each party has caused this Assignment to be executed by its duly authorized representative.

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 

Michael Cordano
President and Chief Operating Officer

{Signature Page to Assignment of Trademarks}

TRADEMARK
REEL: 006250 FRAME: 0130

Each party has caused this Assignment to be executed by its duly authorized representative.

UPTHERE, INC.

By: 
Name: Chris Bourdon
Title: CEO

EXHIBIT A
TRADEMARKS

Owner	Country	Mark	Registration [Application] No.	Filing date	Expiration date
Upthere, Inc.	Australia	UPTHERE	1602616	1/24/2014	1/24/2024
Upthere, Inc.	Canada	UPTHERE	TMA926,221	1/22/2014	1/18/2031
Upthere, Inc.	China	UPTHERE	13846235	1/2/2014	3/13/2025
Upthere, Inc.	China	UPTHERE	13846236	1/2/2014	4/13/2025
Upthere, Inc.	European Union	UPTHERE	12525978	1/22/2014	1/22/2024
Upthere, Inc.	Japan	UPTHERE	5712424	1/23/2014	10/24/2024
Upthere, Inc.	South Korea	UPTHERE	45-0051994	12/31/2013	11/5/2024

Uythere, Inc.	Switzerland	UPTHERE	657110	1/3/2014	1/3/2024
Uythere, Inc.	United States	CAMERA Logo	4,997,322	11/17/2015	7/12/2022
Uythere, Inc.	United States	CAMERA Logo	4,997,323	11/17/2015	7/12/2022
Uythere, Inc.	United States	UPTHERE	4,748,224	9/23/2011	6/2/2021
Uythere, Inc.	United States	UPTHERE & Design	4,997,264	11/17/2015	7/12/2022
Uythere, Inc.	United States	UPTHERE & Design	5,138,605	10/29/2015	2/7/2023
Uythere, Inc.	United States	UPTHERE Logo	4,997,266	11/17/2015	7/12/2022
Uythere, Inc.	United States	Uythere Triangle Logo	5,138,604	10/29/2015	2/7/2023
Uythere, Inc.	United States	UPHOLD	5,147,029	6/6/2014	2/21/2023
Uythere, Inc.	United States	CLOUDCAMERA	[86/323,717]	6/29/2014	

EXECUTION

**TRADEMARK
REEL: 006250 FRAME: 0134**

Uythere, Inc.	United States	CLOUDCAMERA	[86/323,719]	6/29/2014	
Uythere, Inc.	United States	CLOUDCAMERA	[86/796,056]	10/22/2015	
Uythere, Inc.	United States	FLOW	[86/605,728]	4/22/2015	
Uythere, Inc.	United States	FLOW	[86/605,757]	4/22/2015	
Uythere, Inc.	United States	LOOP	[86/605,876]	4/22/2015	
Uythere, Inc.	United States	LOOP	[86/605,895]	4/22/2015	
Uythere, Inc.	United States	SKYLINE	[87/287,919]	1/3/2017	
Uythere, Inc.	United States	SKYLINE	[87/287,928]	1/3/2017	
Uythere, Inc.	United States	UPBEAT	[86/303,084]	6/6/2014	
Uythere, Inc.	United States	UPBEAT	[86/303,091]	6/6/2014	

Uythere, Inc.	United States	UPKEEP	[86/303,187]	6/6/2014	
Uythere, Inc.	United States	UPKEEP	[86/303,193]	6/6/2014	
Uythere, Inc.	United States	UPOS	[87/151,674]	8/26/2016	
Uythere, Inc.	United States	UPOS	[87/151,679]	8/26/2016	
Uythere, Inc.	United States	UPSHOT	[86/693,876]	7/15/2015	

See abandoned trademarks attached as Exhibit 2.1(a).

Exhibit 2.1(a)

Country	Mark	Application Date	Application No.	Registration Date	Registration No.	Goods/Services	Status and notes	Next deadline	Action Due
US	CLOUDCAMERA	7/18/2013	86/014,288	N/A	N/A	CLASS 09: Computer software for uploading, transferring, storing and sharing of photographs and videos	ABANDONED	N/A	N/A
US	FOLDER IN THE SKY	5/4/2012	85/617,193	N/A	N/A	CLASS 42: Computer services, namely, cloud hosting provider services; Consulting services in the field of cloud computing	ABANDONED	N/A	N/A
US	HIGHTOP	7/24/2012	85/685,762	N/A	N/A	CLASS 09: Computer software for uploading; transferring; storing and sharing of electronic data, files and information in the cloud	ABANDONED	N/A	N/A
US	SKYLINE	7/24/2012	85/685,773	N/A	N/A	CLASS 09: Computer software for uploading; transferring; storing and sharing of electronic data, files and information in the cloud	ABANDONED	N/A	N/A
US	SKYLINE BROWSER	7/26/2012	85/687,920	N/A	N/A	CLASS 42: Providing on line non downloadable software for downloading; viewing and sharing electronic data, files and information in the cloud	ABANDONED	N/A	N/A
US	SKYTOP	7/24/2012	85/685,755	N/A	N/A	CLASS 09: Computer software for uploading; transferring; storing and sharing of electronic data, files and information in the cloud	ABANDONED	N/A	N/A
US	UPCAMERA	7/18/2013	86/014,266	N/A	N/A	CLASS 09: Computer software for uploading; transferring; storing and sharing of photographs and videos in the cloud	ABANDONED	N/A	N/A
US	UPDATE	6/6/2014	86/303,098	N/A	N/A	CLASS 09: Computer software for the storage and computation of electronic data files, information and applications in the cloud namely, uploading, downloading; storing; transferring; sharing; streaming; editing; adapting; copying; modifying; transcoding; viewing; listening to, recording and writing electronic data, files, individual and group calendars and schedules, information and applications in the cloud	ABANDONED	N/A	N/A
US	UPDATE	6/6/2014	86/303,105	N/A	N/A	CLASS 42: Computer services namely, cloud hosting provider services; Consulting services in the field of cloud computing; Providing on line non downloadable software for the storage and computation of electronic data, files, information and applications in the cloud namely, uploading, downloading; storing; transferring; sharing; streaming; editing; adapting; copying; modifying; transcoding; viewing; listening to, recording and writing electronic data, files, individual and group calendars and schedules, information and applications in the cloud	ABANDONED	N/A	N/A

US	UPLET	5/4/2012	85/617,223	N/A	N/A	CLASS 42: Computer services, namely, cloud hosting provider services; Consulting services in the field of cloud computing	ABANDONED	N/A	N/A
US	UPLIFT	7/24/2012	85/685,735	N/A	N/A	CLASS 09: Computer software for uploading, transferring, storing and sharing of electronic data, files and information in the cloud	ABANDONED	N/A	N/A
US	UP TAKE	7/18/2013	86/014,224	N/A	N/A	CLASS 09: Computer software for uploading, transferring, storing and sharing of photographs and videos in the cloud	ABANDONED	N/A	N/A
US	UP THERE BROWSER	7/24/2012	85/685,791	N/A	N/A	CLASS 42: Providing on line non downloadable software for downloading, viewing and sharing electronic data, files and information in the cloud	ABANDONED	N/A	N/A
US	UPWORD	6/6/2014	86/303,067	N/A	N/A	CLASS 09: Computer software for the storage and computation of electronic data files, information and applications in the cloud namely, uploading, downloading, storing, transferring, sharing, streaming, editing, adapting, copying, modifying, transcoding, viewing, listening to, recording and writing electronic data, files, word processing files, information and applications in the cloud	ABANDONED	N/A	N/A
US	UPWORD	6/6/2014	86/303,075	N/A	N/A	CLASS 42: Computer services namely, cloud hosting provider services; Consulting services in the field of cloud computing; Providing on line non downloadable software for the storage and computation of electronic data, files, information and applications in the cloud namely, uploading, downloading, storing, transferring, sharing, streaming, editing, adapting, copying, modifying, transcoding, viewing, listening to, recording and writing electronic data, files, information, word processing files, and applications in the cloud	ABANDONED	N/A	N/A
US	UPHOLD	6/6/2014	86/303,196	N/A	N/A	CLASS 09: Computer software that enables secure storage, transfer, and exchange of electronic data files; information and applications in the cloud namely, uploading, downloading, storing, transferring, sharing, streaming, editing, adapting, copying, modifying, transcoding, viewing, listening to, recording and writing electronic data, files, and information and applications in the cloud	ABANDONED	N/A	N/A